

A. G. Contract No. KR95 2530TRN  
ADOT ECS File: JPA 95-199  
Proj: Rural Public Transportation  
Section: FY96 Section 18 Transit

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN

THE STATE OF ARIZONA

AND

YAVAPAI COUNTY ARIZONA

1100 Commerce Drive  
Prescott, Arizona 86301

THIS AGREEMENT is entered into 19 December, 1995,  
pursuant to Arizona Revised Statutes Section 11-952 through  
11-954 as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
YAVAPAI COUNTY, ARIZONA, acting by and through its BOARD OF  
SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 and 28-112 to enter into this agreement and has  
by resolution, a copy of which is attached hereto and made a  
part hereof, resolved to enter into this agreement and has  
delegated to the undersigned the authority to execute this  
agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes  
Section 11-251 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the County.

3. The Federal Intermodal Surface Transportation  
Efficiency Act of 1991 has made funds available to the State to  
obtain and provide public transportation (Section 18 transit).  
The State and the County desire to define their respective  
responsibilities relating to the transfer of up to \$53,550.00  
thru the State to the County and the expenditure thereof.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:

NO. <u>20379</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>12/19/95</u>
<u>James Lee Hull</u> Secretary of State
By <u>Vicky Greenwood</u>

II. SCOPE

## 1. The State will:

Provide the County federal funds in the amount of up to \$54,550.00, on a monthly cost reimbursement basis for activities performed relating to the Section 18 public transportation program.

## 2. The County will:

a. Apply funding to project work activities in strict accordance with applicable Federal and State laws, rules and regulations.

b. Conduct related work activities generally in accordance with Exhibit 1 and attachments thereto, which are incorporated herein and made a part hereof. Be responsible for all costs of the program over and above the State contribution of \$54,550.00.

c. Provide the required \$88,850.00 match in funds or in-kind services, and invoice the State for reimbursement no more often than monthly.

III. MISCELLANEOUS PROVISIONS

1. The primary interest of the Arizona Department of Transportation in this agreement is to convey federal pass through funds for the use and benefit of the County by reason of State and Federal law under which funds for the activities are authorized to be expended.

2. This agreement shall remain in force and effect until completion of said activities and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

3. Should the work contemplated under this agreement be completed at a lower cost than the reimbursed amount, or for any other reason should any of these funds not be expended, a proportionate amount of the funds provided shall be reimbursed to the State.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

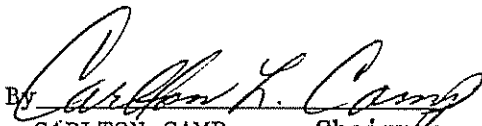
Yavapai County  
County Administrator  
255 E. Gurley Street  
Prescott, Arizona 86301

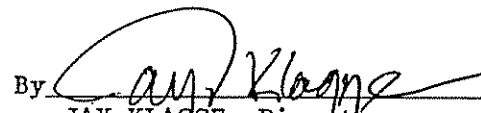
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

YAVAPAI COUNTY, ARIZONA

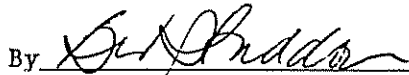
STATE OF ARIZONA

Department of Transportation

By   
CARLTON CAMP, Chairman  
Board of Supervisors

By   
JAY KLAGGE, Director  
Transportation Planning

ATTEST

By   
BEV STADDON  
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 31st day of October 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Yavapai County, Arizona for the purpose of defining responsibilities to convey federal transit monies to accomplish rural public transportation services.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted to the Director, Transportation Planning for approval and execution.

  
for LARRY S. BONINE  
Director

**CERTIFIED COPY OF ENTRY IN OFFICIAL MINUTES  
OF THE YAVAPAI COUNTY BOARD OF SUPERVISORS**

YAVAPAI COUNTY            )  
                                      ) ss.  
ARIZONA                    )

Bev Staddon, having been first duly sworn, deposes and says:

I am the duly appointed, qualified and acting Clerk of the Yavapai County Board of Supervisors and in such capacity under the provisions of ARS §11-241 am charged with the responsibilities, among others, of recording all proceedings of the Board and maintaining custody of such records of the Board as are required by law to be maintained. Among the records of which I have custody is the official minute book of the Board of Supervisors which under the provisions of ARS §11-217 is required to be made and kept.

Set forth below is a copy of an entry in the aforesaid minute book of which, as aforesaid, I am the officer having the legal custody. This is my certificate under the provisions of Rule 44(A), Rules of Civil Procedure, and the Uniform Business Records Act, that the said copy is a true and correct copy thereof, to which I attest by my signature subscribed hereunto:

Date of meeting of which the minutes are a record:    SEPTEMBER 25, 1995.

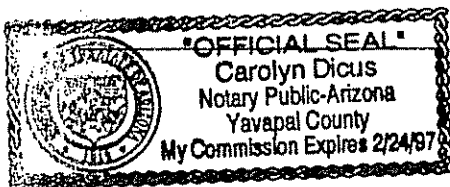
The entry in the said minutes:


SEE ATTACHED

  
Bev Staddon, Clerk

SUBSCRIBED AND SWORN to before me November 28, 19 95.

My Commission Expires:



  
Notary Public

EXERPT FROM THE YAVAPAI COUNTY BOARD OF SUPERVISORS MINUTES  
OF SEPTEMBER 25, 1995

The Board considered continuation of support for the Tri-City Transit program, this item having been held in abeyance on September 11, 1995. Principal Planner Richard Parker presented this item and Four County Conference on Developmental Disabilities Executive Director Lindsay Bell participated in the discussion. Mr. Parker noted that there was information in the Board's packets regarding this program, and that the program had also been discussed at the Board's September 11, 1995, meeting. He said that, in summary, the current program was jointly sponsored by local governments including the County, the City of Prescott, and the Towns of Chino Valley and Prescott Valley. He told the Board that recently the Yavapai Prescott Tribe had committed to providing funding for the current program, and that at a meeting later this week the Town of Prescott Valley would consider continuation of its sponsorship. Mr. Parker told the Board that the current per-ride cost was approximately \$20. He reminded the Board that in August he had been appointed to represent the County on the transit advisory committee, saying that that committee had met three times in order to identify transit issues in the tri-city area. Mr. Parker told the Board that the County currently contributes a little more than \$10,000 per year to the program, plus a commitment for in-kind services as the grant administrator. Mr. Parker said that the transit advisory committee had made a series of recommendations, one of which was that the advisory committee be formally recognized by each agency as a Transit Oversight Board, and that the TOB be responsible for selecting contract providers for the program by means of an RFP process to be issued within 90 days. He said the committee had also recommended that the Section 18 grant program be continued for another year as a contract between the Arizona Department of Transportation and the County. He said that bookkeeping responsibilities for the grant should be provided by the County for the current fiscal year, with the understanding that that responsibility would be passed off to another agency for the next fiscal year. He said that other administrative duties as may be appropriate would be assumed by the TOB. Supervisor Brownlow said that a briefing paper supporting the project had indicated that 45 percent of the population in the tri-city area needed public transportation. He said that figure bothered him, as did the figure estimating that the tri-city area would contain 205,000 people in the future. He said he believed the cost per ride was very high and that he did not think public transportation would work or would be needed. He said he did believe that continued participation in this program would be a good way to find out whether or not the program would work. Supervisor Brownlow said he believed that the City of Prescott had wanted to bail out of the program, and that the Yavapai Tribe had called the city's bluff by agreeing to participate in the program. Supervisor Brownlow moved to approve the County's continued support of the program as recommended by Mr. Parker. Supervisor Feldmeier asked Supervisor Brownlow whether he was in favor of the program or against it. Supervisor Brownlow said he personally did not believe the program was going to work, but that many people did. He said he would rather spend \$10,000 now than to be asked to hire a consultant later for \$100,000. Saying that the program would either work or not work, and that the County would know within a year whether or not the program was successful, Supervisor Feldmeier seconded the motion. Chairman Camp said he wanted to thank Mr. Parker and Ms. Bell for providing him with information about the program. He said the information they had provided had given him a much better idea about what was happening. He said that he had some concerns about the cost of \$20 per ride, and that he believed it was much too high. He said he also questioned the need for such a program, and was not sure whether this type of transportation would be used. He said the County could spend a great deal of money studying this type of program, but that he believed over the next year it would become clear whether or not this type of public transportation was needed. Ms. Bell said she wanted the Board to know that the 1991 Prescott Area Transit Study had indicated that 45 percent of the population in the area was transportation disadvantaged. She said that term included elderly people, disabled people, and young people who were not yet old enough to drive. She told the Board that the cost per ride was coming down, and that in August the cost had been \$18.87 per ride. She said that over the previous nine months, the program had delivered 3,000 rides, and that a conservative estimate of continued service levels would be 525 rides per month during the coming year. Chairman Camp called for comments from the public. There were none, whereupon he called for the vote. The motion carried unanimously.

ATTORNEY DETERMINATION

I have reviewed the attached 1996 Section 18 Transit agreement with the State of Arizona, Department of Transportation and have determined it to be in the proper form and within the powers and authority granted to enter into the agreement.

No opinion is expressed as to the authority of the State of Arizona to enter into said agreement.

DATED this 30<sup>th</sup> day of Nov., 1995.

By Shulin S. Polk

Attorney

## SCOPE OF WORK

1. The Contractor shall undertake and complete the activities as proposed in the approved application for Section 18 funds. Such activities, hereinafter called Project, shall be accomplished as described in the Project Description, Attachment A.

a. The cost of the Project is estimated as indicated in Attachment B, Project Budget. The State of Arizona assumes no financial obligation or liability hereunder.

b. The method of payment shall be reimbursement of eligible costs incurred, up to the limits described herein. In accordance with the payment and reporting schedules prescribed by this Agreement, the Contractor shall submit reports and Project billings to State for reimbursement of non-operating and operating expenses. Approved capital expenses may be billed for reimbursement as incurred. In no event shall the total amount reimbursed by State exceed the federal share approved for the project.

c. Billings for reimbursement of eligible expenses and reports of contract activities shall be submitted monthly on forms provided by State.

d. Each request for reimbursement must be accompanied by a reimbursement description which will include information to verify the reimbursement request amount. Items to be included will be date of check, check number, vendor paid, description/purpose, check amount and code which will relate to the budget line item. Reimbursement will not be processed unless all information is provided in correct form.

e. Each activity report shall include, but not be limited to, data regarding ridership, mileage, operating hours, fare recovery ratio, cost per passenger trip, cost per mile, non capital cost per service hour, passengers per service hour, passengers per mile. State may impose a penalty of a 5% reduction of total federal reimbursement per billing period for all billings or reports submitted more than 30 calendar days after the end of the billing period. An exception will be made for the final billing, which may be submitted up to 60 calendar days after the end of the final billing period, before becoming subject to the late penalty.

f. Eligible costs are those costs attributable to the Project and allowable under the approved Project budget and the provisions of:

1) Office of Management and Budget (OMB) Circular A-87, "Cost Principles Applicable to Grants and Contracts with State and Local Government."

2) OMB Circular A-102, "Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments."

3) OMB Circular A-102, Attachment O, "Standards Governing State and Local Grantee Procurement."

4) OMB Circular A-128, "Audit Requirements."

g. All costs charged to the Project shall be supported by properly executed payrolls, time records, invoices, vouchers, warrants, and any other support evidencing that those costs were specifically incurred in the performance of the Project.

h. The Federal share payable for Project Budget expenses shall be subject to the following limits:



- 1) Capital expenses shall not exceed 80% of the net cost.
- 2) Administrative expenses shall not exceed 50% of the net cost.
- 3) Operating expenses shall not exceed 50% of the net operating costs or deficit.
- 4) Anti-drug compliance costs shall not exceed 80% of the net cost.
- 5) Training costs shall not exceed 100% of the net cost.

i. At least half of the Contractor's share for all expenses must be provided from sources other than Federal funds or from approved in-kind expenses. The remaining half of the Contractor's share may be made up of unrestricted funds from other Federal programs as described in Attachment B, Project Budget.

j. All donation and advertising revenues received in excess of the budgeted local match shall be used to reduce the federal share of the Project budget.

k. Lien on Project Equipment - To the extent of financial assistance provided, State shall hold a first lien on all capital equipment acquired under this Agreement in the amount of the federal share of the equipment cost. State shall also hold a first lien on any computer hardware, software or office equipment provided to the Contractor and paid for by State.

## 2. Use and Disposal of Project Equipment

a. Contractor shall observe the property management standards as set forth in OMB Circular A-102, Attachment N. The Contractor further agrees that the Project equipment shall be used for the provision of transportation service within the described service area and in the manner described in Attachment A, Project Description. If, at any time, the contract with State for the described service is terminated or Project equipment is not used in this manner, or is withdrawn from transportation service whether by planned withdrawal or casualty loss, the Contractor shall notify State within 72 hours of such event, and shall remit to State a proportional amount of the fair market value, if any, of the property, which shall be determined on the basis of the ratio of federal financial assistance to the actual cost of the equipment. Fair market value shall be deemed to be the value of the property as determined by competent appraisal at the time of such misuse or withdrawal from use, and as approved by State. In the event of loss due to theft, casualty or fire, the damages paid by the insurance carrier or payable from a self-insured reserve account shall be considered fair market value. In no event is salvage value to be considered fair market value. Upon State's receipt and approval of said payment, State's lien shall be released.

### b. Records

1) The Contractor shall keep satisfactory records with regard to the use of equipment purchased under this contract and shall submit to State upon request such information as is required in order to assure compliance with this clause. The Contractor shall submit to State during the period of required use of Project equipment, a certification that the equipment is still being used in accordance with the terms of this Agreement.

2) Project vehicles may not be used for non-Project purposes.

c. The Project equipment shall at all times be operated in a safe, prudent, lawful manner and within the limitations established by the manufacturer. The Contractor shall maintain the Project equipment in safe and mechanically sound condition and shall keep accurate records of such maintenance. The State shall have the right to conduct periodic inspections of Contractor's records and the Project equipment to verify compliance with this requirement.

d. The Contractor agrees to conduct a persistent and visible promotional program in order to insure that all facets of the service are known by and available to the general public, and in order to increase ridership on all trips. The Contractor shall provide State with copies or samples of promotional materials used. The Contractor shall submit to State on an annual basis, a plan describing marketing activities including, but not limited to, the following:

e. As part of the annual marketing plan, the Contractor is required to conduct formal and/or informal market analysis to determine what improvements can be made to the Project to better serve the general public.

f. The Contractor shall display, in a manner acceptable to State, a decal or similar sign on the exterior of the Project vehicles indicating that this device is open to the general public.

g. Changes to fares, routes, schedules, and the schedule of activities in Attachment A, Project Description, may be made with prior written approval from State without requiring a written amendment to this agreement.

h. Changes to budget line items may be made in accordance with the following rules:

1) Changes in and between operating and administration budget line items that are not in excess of 5% of the total Project cost, may be made with State's prior written approval.

2) Administrative funds may be rebudgeted for operating expenses with State's prior written approval. Operating funds shall not be reprogrammed for administrative expenses.

3) The capital contingency line item shall be used only for cost overruns of capital line items named in the Project budget.

4) No anti-drug compliance cost line items shall be reprogrammed for other expenses.

5) No training funds shall be reprogrammed for other expenses.

i. All other changes mutually agreed upon shall be incorporated by written amendments to this Agreement.

j. The Contractor **shall furnish certificates to State** showing motor vehicle liability insurance in force for the use of Project equipment for the following minimum amounts:

1) Collision and Comprehensive Insurance - (as applicable).

2) Personal Injury, Medical, and Uninsured Motorist - \$300,000.

3) Public Liability and Property Damage - \$1,000,000.

Insurance Certificates **shall name the State as additional insured**. If the State holds liens on any Project equipment, insurance certificates shall also name State as loss payee. Insurance policies shall be occurrence form unless otherwise approved in writing by State. Such certificates are to be delivered to State concurrently with execution of this contract.

### 3. Procurement Requirements

a. The Contractor shall make purchases of any equipment, materials or services for the Project in compliance with the following:

1) Federal Management Circular A-87.

2) OMB Circular A-102, Attachment O.

3) UMTA Circular 7010.1, Capital Cost of Contracting.

4) Title 49, Code of Federal Regulations, Part 660, "Buy America Requirements."

5) Title 49, CFR Part 23, "Participation by Minority Business Enterprise in Department of Transportation Programs", as amended.

6) UMTA Circular 4716.1, the UMTA Disadvantaged Business Enterprise Women Business Enterprise requirements for Recipients and Transit Vehicle Manufacturers.

7) State "DBE" Program Plan.

8) UMTA Order 4220.1A, "Third-Party Contracting Guidelines" dated 6-8-82.

9) State "Section 18 Required Purchasing Procedures."

b. The Contractor shall submit its bid specifications to State for approval prior to release of the specifications to possible bidders. State shall concur in the bid award prior to any agreement or contract being executed for the purchase of services or capital equipment for the Project exceeding \$5,000.

### OTHER PROVISIONS

#### 1. Retention of Records, Audit, and Reimbursement for Audit Exceptions.

a. The Contractor, and any subcontractor, shall retain all books, accounts, reports, files and other records relating to this contract for a period of five years from completion of the contract. Such records shall be subject to audit and inspection at any reasonable time during the term of the contract or within five years after completion thereof, as provided by ARS Section 35-214.

b. The final audit of this Project will be conducted pursuant to OMB Circular A-128, the "Guidelines for Financial and Compliance Audits of Federally Assisted Programs," and

generally accepted auditing standards established by the American Institute of Certified Public Accountants. The Contractor also agrees to provide State with a copy of the final audit report.

c. The Contractor agrees to reimburse State for any expenditure under this Agreement for which it received payment or reimbursement, as applicable, which is disallowed by an audit exception by State, the State or federal government.

d. If federal or state audit exceptions are made relating to this contract, the Contractor shall reimburse all costs incurred by the State of Arizona and State associated with defending against the audit exceptions or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney fees based upon a reasonable hourly amount for the Assistant Attorney General based upon reasonable charges in the community, travel costs, penalty assessments, and all other costs of whatever nature.

e. Immediately upon notification from State, the Contractor shall reimburse the amount of the audit exception and any related costs directly to the appropriate Federal agency or State as specified by State in the notification. The Contractor shall indemnify the State and hold them, their officers, agents, and employees harmless against any and all liability or damages in regard to audit exceptions.

f. The Single Audit Act requires: Audits shall be made annually unless the state or local government has a constitutional statutory requirement for less frequent audits. State and local governments that receive between \$25,000 and \$100,000 a year shall have an audit made (IAW Circular A-128 or A-133). The audit shall cover the entire operations of the state or local government.

The auditor shall determine whether (1) the financial statements of the government department, agency or establishment present fairly its financial position and results of its financial operations IAW generally accepted accounting principles; (2) the organization has internal accounting and other control systems to provide reasonable assurance that it is managing Federal financial assistance programs IAW applicable laws and regulations; and (3) The organization has complied with laws and regulations.

2. If, during the course of this Agreement, situations arise which prevent its completion within the time allotted, an extension of the contract time may be granted by mutual agreement of the parties hereto.

3. If this contract is terminated, Contractor will be compensated for work performed up to the effective date of termination.

4. Failure to perform any and all of the terms and conditions of this contract, including the schedule of work, shall be deemed a substantial breach thereof. The State shall give the Contractor written notice thereof. After receipt of such notice, the Contractor shall have five working days in which to respond. In the event the Contractor does not cure such failure to the satisfaction of State, the State may terminate this Contract without further consideration by so notifying the Contractor in writing. In the event of cancellation of this Contract, Contractor shall not be entitled to damages and agrees not to sue State for damages therefor. After notice of cancellation, Contractor agrees to perform the terms and conditions of this contract up to and including the date of cancellation, as though no cancellation had been made.

5. Subcontracts

a. The Contractor shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of State.

b. Should subcontractors be authorized by State, the subcontractors will be subject to all provisions of this Agreement. It will be the Contractor's responsibility to duly inform the subcontractors by means of a contract or other legally binding document stipulating the subcontractors responsibility to comply with this Agreement.

6. The Contractor hereby agrees to indemnify, defend and save harmless the State, any of its departments, divisions, agencies, officers or employees from all sums which the State, any of its departments, divisions, agencies, officers or employees may be obligated to pay by reason of any liability imposed upon any of the above for damages arising out of the performance of the Project or this Agreement, or caused by any error, negligence, omission or act of the Contractor or any person employed by him, or others for whose acts the Contractor is legally liable. In the event of any legal action, the above sums shall include, but not be limited to court costs, expenses of litigation and reasonable attorney's fees.

7. It is not the intent of this Agreement to place the State in the role of guarantor for protections in instances where a legally and financially responsible Contractor defaults on its obligations. The State enters into this Agreement to absolve itself of financial liability for the terms and conditions of the Section 13(c) Special Warranty, included herein by reference, assigning liability to the Contractor through this Agreement between the State and Contractor. The Contractor agrees to assume said liability and agrees that the terms and conditions of the Section 13(c) Special Warranty shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the Project, and transportation related employees of any other surface public transportation providers in the transportation service area of the Project. An appeal under Section 13(c) shall not void or suspend the terms of this Agreement.

8. No member of the Arizona Legislature nor any member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom. The provisions of this clause shall be extended to all public employees, officers, or tribal council members.

9. The Contractor shall comply with all federal, state and local laws, ordinances, rules and regulations applicable to the performance of this contract and the work hereunder.

10. The Contractor shall comply with all applicable requirements of the following regulations relative to nondiscrimination:

a. Title VI of the 1964 Civil Rights Act

b. Executive Order 83-5 issued by Governor Babbitt

c. 49 CFR Part 23, "Participation by Minority Business Enterprises in Department of Transportation Programs."

d. 49 CFR Part 23, 45 CFR 45281 (7/3/80), "Guidance for Implementing DOT Rules Creating a Minority Business Enterprises Program in DOT Financial Assistance Programs."

e. 9 CFR Part 23, 48 CFR 141 (7/21/83), "Participation by Minority Business Enterprises in Department of Transportation Programs."

f. 49 CFR 27, Parts 37 and 38 Transportation for Individuals with Disabilities; Final Rule.

g. 49 CFR 21, "Nondiscrimination in Federally Assisted Programs of the Department of Labor Regulations (41 CFR Part 60).

11. The Contractor agrees to comply with State's "Program Plan for Participation of Disadvantaged Business Enterprises."

12. Other Regulations

a. The Contractor shall address the needs of the elderly and handicapped persons, pursuant to Section 504 of the Rehabilitation Act of 1973 (20 USC 794).

b. The Contractor shall comply, as applicable, with the labor protection provisions of Section 13(c) of the Urban Mass Transportation Act of 1964, as amended.

c. The Contractor shall comply, as applicable, with the Guidelines relative to charter bus and school bus operations.

## ATTACHMENT A

### TRI CITY PUBLIC TRANSIT, YAVAPAI COUNTY

#### SECTION 1. SERVICE AREA

The service area shall be primarily the Tri-City area encompassing the Towns of Chino Valley and Prescott Valley and the City of Prescott.

#### SECTION 2. PROJECT SUMMARY

The Broker shall provide public transportation service within the designated service area on a demand response basis or reserve a ride with necessary curb to curb or door to door service.

#### SECTION 3. ROUTES AND SCHEDULES

Routes and schedules shall be as described in the Brokerage contract and in the approved application for funding.

#### SECTION 4. FARES

SEE ATTACHMENT FOR FARES

If fare revenues fall below 17% of combined operating and administrative costs, Yavapai County, as the sponsor agrees to make up the difference from local funds, If, however, the Broker cannot makeup the difference from local funds and/or if the Broker has not performed with contract schedule of activities, ADOT may deduct the difference from the Operating and or Administrative Federal Share.

Any fares collected will be applied toward the reduction of operational costs. The Broker is responsible for meeting the projected revenue. The Broker shall share any revenues over the project amount equally with the Sponsor, which will go to reduce the federal share of contract administrative costs.

Any fares collected will be applied toward the reduction of operational costs. The Broker is responsible for meeting the projected revenue. The Broker shall share any revenues over the project amount equally with the Sponsor, which will go to reduce the federal share of contract administrative costs.

#### SECTION 5. COST ALLOCATION

Since the Project vehicles may also be used for non-project purposes, the Broker agrees to keep accurate vehicle mileage logs to distinguish between Project and Non Project mileage which will be submitted to the Sponsor for approval. ADOT will reimburse vehicle related operating expenses in proportion not to exceed the number of actual driven Project miles as a percentage of the total miles.

#### SECTION 6. EQUIPMENT AND MAINTENANCE

The Broker shall go to bid for providers who Shall furnish an adequate number of vehicles to comply with the conditions as set forth in the contract documents.

Maintenance and repairs will be the responsibility of the provider(s).

#### SECTION 7. SCHEDULE OF ACTIVITIES

The Sponsor/Broker agrees to complete the following activities. Reports documenting the completion of these activities shall be submitted to ADOT by the dates shown below. ADOT may withhold reimbursements for administrative expenses if the schedule is not met by the Sponsor/Broker.



ACTIVITY	DEADLINE FOR REPORT SUBMISSION TO ADOT
1. Minutes of Transit Advisory Committee	January 1, 1996 April 1, 1996 July 1, 1996 Sept. 30, 1996
2. Annual Disadvantaged Business Enterprise Report (DBE)	May 1, 1996
3. Three Year Transit Plan, including marketing element	Draft - April 1, 1996 Final - June 1, 1996
4. Private Sector Policies / Procedures	March 1, 1996

## Attachment B

Yavapai County (Prescott)  
TRI CITY TRANSIT

ADMINISTRATIVE BUDGET  
FY 95/ 96

### DESCRIPTION

Transit Director/Coord.	3,500
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Total Fringe Benefits	
Office Supplies	
Travel Expenses	

Administration Subtotal:	3,500
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Local Share	3,500
Federal Share	-0-

Local Share Source:

County In Kind	3,500
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## ATTACHMENT B

### YAVAPAI COUNTY TRI CITY PUBLIC TRANSIT

#### OPERATING BUDGET FY 95/ 96

##### Operating Expenses:

Driver Salaries  
Other Salaries  
Service Rep(s)

Total Fringe Benefits  
Fuel and Oil  
Tires, Parts, Maintenance  
Vehicle Licenses  
Vehicle Insurance  
Materials/Supplies  
Uniforms

BROKERAGE CONTRACT	\$138,900
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##### TOTAL ELIGIBLE OPERATING COSTS

B.	Fare Revenues	31,800
C	Net Operating Costs	107,100
D	Local Share (50%)	53,550
E	Federal Share (50%)	53,550

##### Local Share Source:

Local Governments cash	21,550
Agency Ridership services In kind	32,000

## ATTACHMENT B

### TRI-CITY TRANSIT ANTI-DRUG COMPLIANCE BUDGET

FY 95/ 96

NO EXPENSES INDICATED IN APPLICATION

### TRAINING

DESCRIPTION	BUDGET
Training Expenses	1,000
Local Share	-0-
Federal Share	1,000

## ATTACHMENT B

### Yavapai County Tri-City Transit BUDGET SUMMARY FY 95/ 96

	Cap	Oper	Admin	Anti Drug	Train	Total
Fare Revenues	0	31,800	0	0		31,800
Local Share	0	53,550	3,500	0	0	57,050
Federal Share	0	53,550	0	0	1,000	54,550
TOTAL	0	138,900	3,500	0	1,000	143,400



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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GRANT WOODS  
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR95-2530-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 12th day of December, 1995.

GRANT WOODS  
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr  
8957G/96